

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   48</div>	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 09-Oct-2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651		CODE W912P8		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912P8-06-R-0233			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 30-Sep-2006			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>5</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <p>The above numbered solicitation for Federal and Non-Federal Pump Stations, Flood Control, Plaquemines Parish, LA, Rehabilitation of Plaquemines Parish Pump Stations, Design-Build Services, Plaquemines Parish, LA is hereby amended as follows:</p> <ol style="list-style-type: none"> <li>1. Insert New Drawings, Sheets SHT000-SHT070. (Drawing sheets 8 and 9 not used).</li> <li>2. Replace Specification Master Table of Contents, Pages MTC-i.</li> <li>3. Replace Specification Section 00110, Table of Contents, Pages 00110-a.</li> <li>4. Replace Specification Section 01100, General Provisions, Pages 01100-a &amp; 01100-1 thru 01100-27.</li> <li>5. Insert New Specification Section 01312, Quality Control System, Pages 01312-a &amp; 01312-1 thru 01312-7.</li> <li>6. Replace ENG Form 4288, Page 1 of 1, Specification Section 01330.</li> <li>7. Insert Project &amp; Safety Signs example sheets, Specification Section 01500.</li> <li>8. Insert Wage Rates at the end of Section 00700.</li> </ol> <p style="text-align: center;">PROPOSAL DUE DATE REMAINS THE SAME - 30 OCTOBER 2006</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  10-Oct-2006	

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## **SECTION 01100 GENERAL PROVISIONS**

### **PART 1 GENERAL**

#### **1.1. STATEMENT OF SOLICITATION**

This specification set and accompanying drawings is a solicitation package and is not to be used for construction. This package is to be used to provide the scope of work and the minimum design requirements for a design-build proposal and work product to provide a complete working system at each pump station identified in this package.

#### **1.2. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

(1) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause in Section 00700, entitled Default (Fixed Price Construction) (FAR 52.249-10). In order for the Contracting Officer's Representative to award a time extension under this clause, the following conditions must be satisfied.

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(2) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

#### **MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (7) DAY WORK WEEK**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5	4	3	3	4	2	3	4	3	1	1	2

(3) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(4) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), and shall be calculated chronologically from the first to the last day of each month, and shall be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer's Representative will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause in Section 00700, entitled Default (Fixed Price Construction) (FAR 52.249-10).

### 1.3. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause in Section 00700, entitled Permits and Responsibilities (FAR 52.236-7). However, if, in the judgment of the Contracting Officer's Representative, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer's Representative and full compensation for such repairs will be made at the applicable contract unit price or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer's Representative, there is no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment shall be made pursuant to the Contract Clause in Section 00700, entitled Changes (FAR 52.243-4). Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer's Representative at the Contractor's expense, regardless of the cause of such damage.

### 1.4. SAFETY PROVISIONS

The safety provisions as specified herein refer to the Nov 2003 edition of EM 385-1-1.

1.4.1. Accident Investigations and Reporting. Refer to EM 385- 1-1, Section 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer's Representative or his/her representative within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

1.4.2. Accident Prevention Program. (See the Contract Clause in Section 00700, entitled Accident Prevention (FAR 52.236-13).) Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer's Representative for review and acceptance. The program shall be prepared in the following format:

- (1) Executed MVN Form 385-43 (Latest Edition), Administrative Plan (available upon request), see Appendix A of EM 385-1-1.
- (2) Executed MVN 385-43/1 (Latest Edition), Accident Prevention Plan Checklist and MVN Form 385-43/2 (Latest Edition), Activity Hazard Analysis (available upon request), see Figure 1-1 of EM 385-1-1.

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10 (Latest Edition), Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156).

(5) The Contractor shall have on the construction site during working hours a trained Site Safety and Health Officer (SSHO) in accordance with paragraph 01.A.17 of EM 385-1-1. The Contractor shall not commence physical work at the site until the Contracting Officer's Representative, or his/her authorized representative has accepted the program. At the Contracting Officer's Representative's discretion, the Contractor may submit its Activity Hazard Accident Prevention Program only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

1.4.3. Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Section 01.B.06 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Material Safety Data Sheets of each substance shall be submitted to the Contracting Officer's Representative and made available to the Contractor's employees as part of its Accident Prevention Program. A site map shall be attached to the inventory showing where the inventoried hazardous substances are stored. The inventory list and site map shall be updated monthly to assure accuracy.

1.4.4. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer's Representative. Reports of daily inspections shall be maintained at the jobsite in accordance with Section 01451, "CONTRACTOR QUALITY CONTROL". The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations of areas where inspections were made.

(3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

1.4.5. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site where indicated by the Contracting Officer's Representative and in accordance with Section 01500 'Temporary Facilities'.

1.4.6. Ground Fault Protection. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Section 11.C.05.

1.4.7. Haul Roads. Whenever practical, one-way haul roads shall be used on this contract.

1.4.8. Safety Fence. The Contractor shall furnish, erect, and maintain a temporary safety fence at the site around the limits of work where indicated by the Contracting Officer's Representative and in accordance with Section 01500 'Temporary Facilities'. The Contractor may elect to perform demolition, disposal, replacement or repair of the pump station perimeter fencing as required by Section 01110 'Summary of Work' and in accordance with Section 01500 'Temporary Facilities'.

1.4.9. Hurricane Plan. A detailed plan for protection and evacuation of personnel and the construction site, in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Program. This plan shall be submitted to the Contracting Officer's Representative, or his/her representative, for review prior to the preconstruction conference. The plan shall include at least the following:

(1) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(2) The estimated time necessary to secure and evacuate the site including any emergency flood protection.

1.4.10. Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1.

1.4.11. Handling Sheet Piling: The Contractor's personnel shall not sit or place themselves on top of the sheet piling during the handling, installation, and removal of the piling.

1.4.12. Cranes. The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be capable of withstanding a 1-minute dry low frequency dielectric test of 50,000 volts, alternating current (EM 385-1-1, Section 11.E.08). Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard Analysis (EM 385-1-1, Fig.1-1) identifying and satisfying EM 385-1-1, Section 11.A.02, 11.E.03, 11.E.04 and 11.E.05 requirements shall be submitted and accepted by the Contracting Officer's Representative.

1.4.13. Site Safety and Health Officer. Contractor shall employ a competent person at each project to function as the Site Safety and Health Office (SSHO). The SSHO will manage the Contractor's APP. (This may be a collateral duty responsibility unless specified differently in



the contract.) See EM 385-1-1 Appendix A. paragraphs 4 and 7. The person(s), as a minimum, must have completed the 10-hour OSHA Construction safety class or an equivalent course applicable to the work to be performed and given by qualified instructors.

Such training shall have been within the last three (3) years. An SSHO shall be on-duty at all times when work is being performed and shall be responsible for enforcing and implementing the Contractor's Safety and Health Program in accordance with the accepted APP.

1.4.14. Pumping Station Security. The Contractor shall at all times maintain the existing level of security at the pumping station. All gates shall be kept locked. If a gate is opened for access, the Contractor shall immediately close and lock the gate upon gaining access to/from the site. The Contractor shall submit for approval a plan to remove any of the existing fences or gates, including fencing shown on the drawings to be removed. The plan shall show the proposed location of the removed fencing and the location of the required temporary fencing necessary to secure the site. Temporary fencing shall meet the same level of security as the existing permanent fencing. Any removed fencing or gates shall be replaced with new fencing and gates and meet the requirements of these specifications. No separate measurement or payment will be made for the work describes in this paragraph. Payment shall be included in the contract prices for the items of which the work is incidental.

#### 1.5. TRAFFIC CONTROL PLAN

(1) The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. Traffic shall be maintained on all Parish, State, Local and Private Roads. The Contractor shall maintain the roadways around and through the construction area used by public traffic, whether through or local traffic, in such condition that traffic (including mail delivery, trash collection and emergency units) will be adequately accommodated. The necessary precautions shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations). The Contractor shall be responsible for the installation and maintenance of all devices and requirements for the duration of the construction period. Traffic Control shall be in accordance with the Louisiana Manual of Uniform Traffic Control Deices and Louisiana Department of Transportation and Development.

(2) Any temporary facilities, such as temporary roads and barricades, must be in accordance with specifications stated under Section 01500 'Temporary Facilities'.

#### 1.6. EMERGENCY POINTS OF CONTACT

In the event of an emergency, the Contractor shall report to the Project Engineer, Resident Engineer, Contracting Officer's Representative or Project Manager, in that order until the fist person is contacted. This information will be provided at the Pre-Construction Conference. The project manager is:

Mr. Jim St. Germain  
Project Manager  
U.S. Army Corps of Engineers  
(504) 862 - 2499 Office

## 1.7. RIGHTS-OF-WAY

1.7.1. Right of Entry. The rights of entry required for the work to be constructed under this contract have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties that may be encountered in the transportation of equipment and material to and from the work site. The proposed work, including rights-of-way is in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

1.7.2. Apparent Right-of-Ways. Rights-of-Ways are implied on the project drawings for each pump station as the apparent right-of-way and is shown on the drawings as the pump station perimeter fence lines. For pump stations that do not have site drawings or the site drawings do not contain the perimeter fence lines, the right-of-way shall be taken as the area within the pump station perimeter fence in the field.

1.7.3. Deviations. If the Contractor proposes a deviation from the Government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer's Representative or its representative in writing. Contractor shall not provide any permanent rights-of-way for the project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable Federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way. For any environmental investigations the Government is to perform on areas outside of Government furnished rights-of-way, the Contractor shall provide sufficient rights of entry to the Government. The Contracting Officer's Representative will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 days for approval by the Government. The Government must review, approve and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and documentation, which expenses will not exceed one hundred thousand (\$100,000.) dollars. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response,

Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state or local licenses and permits.

## 1.8. CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet specified requirements.

## 1.9. PERMITS

1.9.1. Construction Permits. The Contractor shall be responsible for obtaining all permits required for design and construction as directed by this Contract. All permits shall be identified in the Preliminary Design Phase as per Section 01110 'Summary of Work' and be obtained before commencement of the related construction.

1.9.2. Department of the Army Permits. In certain cases where construction will have an impact on waterbodies, wetlands or waterways (inclusive of drainage canals serving the pump stations), the Contractor may be required to obtain Department of the Army Permits. This work may include, but is not limited to, placing fill in waterbodies, wetlands or waterways and dewatering areas within waterbodies, wetlands and waterways. In such cases, the Contractor shall be responsible for providing any and all data required to obtain the permits. The Contractor shall allow the government 60 days to provide the Contractor with the permit. The Contractor shall furnish the following information to the US Army Corps of Engineers, Hurricane Protection Office, Environmental Team:

- (1) Description of any known or potential construction activities, including access routes, however temporary, that will take place in or impact waterbodies, wetlands, possible wetlands, waterways or drainage canals.
- (2) Description of any work that will occur outside of existing footprint and/or ROW of project.
- (3) Location where any piles are to be driven within waterbodies, wetlands or waterways.
- (4) Quantities, source and type of materials used to fill waterbodies, wetlands or waterways.
- (5) Aerial photos with project super imposed and GIS coordinates shown in PDF format.

(6) Maps or photographs showing exact or approximate location of potential placement of fill materials or piles in PDF format.

(7) Submission of all required materials to the US Army Corps of Engineers, Hurricane Protection Office, Environmental Team does not constitute approval of the permit.

1.9.3. Sedimentation Removal. In cases where pumping station suction basins require sediment removal, the Contractor shall have the sediment tested for contamination and disposed of in compliance with all Federal, State and Local laws and regulation. The Contractor shall develop and submit a disposal plan to the Contracting Officer's Representative within fifteen (15) days of receipt of the sediment contamination testing. The Contractor shall be responsible for any and all required permits as described in the above paragraphs. The Government shall be responsible for any and all Environmental compliance documents.

1.9.4. Contractor's Permit Delays. The Contractor shall be responsible for any delays imposed on his schedule for cases where required permits were not identified at the appropriate stage, not fully applied for with inclusion of all required materials or did not allow sufficient time for the permit process. No additional time or compensation will be permitted in such cases.

1.9.5. Government Agency Permit Delays. The Contractor shall not be responsible for any delays imposed on his schedule for cases where required permits were identified at the appropriate stage, fully applied for with inclusion of all required materials and allowed sufficient time for the permit process. Time and compensation for these delays shall be at the discretion of the Contracting Officer's Representative.

## 1.10. ENVIRONMENTAL LITIGATION

(1) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer's Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If the order is not due in any part to acts or omissions of the Contractor (or a Subcontractor at any tier) other than as required by this contract, such suspension, delay, or interruption shall be as if ordered by the Contracting Officer's Representative under the Contract Clause in Section 00700, entitled Suspension of Work (FAR 52.242-14). The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(2) The term "environmental litigation", as used herein, means a lawsuit alleging that the work has an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

## 1.11. EXISTING FACILITIES

(1) Protection and Relocation of Existing Structures and Utilities. The Contractor shall assume full responsibility for the protection of all structures and utilities, public or private,

including poles, signs, services to building utilities, in the street, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's negligence shall be repaired by him at his expense. (See related General Provision entitled "DAMAGED STRUCTURES AND ROADWAYS" below.)

(2) The Contractor shall bear full responsibility for locating all underground structures and utilities (including existing water services, drain lines, and sewers) as indicated on the plan drawings. Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.

(3) If, in the opinion of the Contracting Officer's Representative, permanent relocation of a utility owned by the Parish is required and is not indicated on the plans, he may direct the Contractor in writing, to perform the work. Work so ordered will be paid for by an equitable adjustment under the Contract Clause in Section 00700, entitled Changes (FAR 52.243-4). If relocation of a privately owned utility is required, the Contractor shall notify the utility owner and shall have no claim for delay due to such relocation.

(4) Care and Protection of Property. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Contracting Officer's Representative.

(5) Sidewalks and Curbs. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the current Federal (American Disability Act - ADA), State and local code requirements.

(6) Other Features. Along the location of this work, all fences, walks, bushes, trees, shrubbery, and other physical features noted on the drawings to remain, shall be protected and restored in a thoroughly workmanlike manner.

(7) Trees. Trees close to the work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification of the Contracting Officer's Representative. All injuries to bark, trunk, limbs, and roots of trees shall be repaired.

(8) Payment. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the contract, and all costs in connection therewith shall be included in the applicable contract unit and/or lump sum prices for which the work is incidental thereto.

(9) Water for Construction Purposes. In locations where public water supply is available, the Contractor may purchase water for all construction purposes. The express approval of

the Water Department of the Parish shall be obtained in writing. Hydrants shall only be operated under the supervision of the Water Department personnel of the Parish.

(10) Maintenance of Flow. The Contractor shall at his own cost, maintain the flow of existing sewers, drains, and water courses, including drain pipes scheduled to be modified, within the project limits during the progress of the work, and shall immediately cart away and remove all offensive matter. Contractor shall allow existing drainage flow directly into the active work area and pump it out past the west end of the project, unless the adjacent project east of this project has already been completed; in this case, Contractor shall be allowed to pump said water eastward. The entire procedure of maintaining existing flow shall be fully discussed with the Contracting Officer's representative well in advance of the interruption of any flow and a plan shall be submitted to the Contracting Officer's Representative for approval. Pavement removal and replacement which, in the opinion of the Contractor, is necessitated by placement of temporary flow control facilities shall be considered as an item for convenience to the Contractor. Such costs for pavement removal and replacement shall, therefore, be borne by the Contractor at his own cost as required for other flow control measures. Pavement removal shall be limited to the least amount possible and the Contractor shall investigate alternative methods for flow control which require the least amount of pavement removal.

#### 1.12. PROTECTION OF EQUIPMENT

The Contractor shall, at his own expense, protect all equipment, fixtures and other work from damage. At the completion of work, the fixtures, materials and other equipment shall be thoroughly cleaned and delivered in a satisfactory condition.

#### 1.13. DAMAGED STRUCTURES AND ROADWAYS

(1) The Contractor shall at his own expense remove and replace any damaged structures and roadways caused by the negligence of his construction work as directed by the Contracting Officer's Representative.

(2) Pile driving and sheet withdrawing, vibrations, construction equipment and vehicular traffic may affect and damage existing structures. Vibrations shall be monitored as specified in the General Provisions clause entitled "Vibration Monitoring".

#### 1.14. VIBRATION MONITORING (Revised May 2002)

(1) The Contractor shall perform monitoring of vibrations before, during, and after pile driving and extraction operations, and on all other construction operations involving hauling and placement of any construction materials, movement of heavy equipment, or any activity likely to cause high vibration levels. A sufficient number of monitoring stations for each source of major vibration shall be maintained to adequately ensure that vibration levels remain within the required limit during concurrent construction operations. A registered professional engineer with experience in interpreting/assessing vibration monitoring operations shall stamp all results and geotechnical interpretations/assessments obtained from the vibration monitoring. As a minimum, the geotechnical engineer shall have experience in performing and evaluating vibration monitoring results on at least five (5) projects of similar magnitude and similar subsurface soil conditions within the last five (5) years. Qualifications of the registered engineer and the name of the independent vibration monitoring company shall be submitted to the Contracting Officer's Representative for

approval 30 days prior to the need for any vibration monitoring as described above. The Contractor shall inform the Local Sponsor by certified mail and the Contracting Officer's Representative at least 15 days prior to the beginning of any vibration-inducing construction operations.

Plaquemines Parish Government  
Department of Drainage  
Angelo Alimia, Superintendent  
206 Pump Station Road  
Belle Chasse, LA 70037  
504.394.3290 office  
504.394.2169 fax  
504.214.2595 cell

(2) Vibrations shall be limited to a peak particle velocity of 0.25 inches per second at the nearest structure.

NOTE TO DESIGNER: if the nearest structure is not accessible, obtain right of entry to the nearest public right of way.

When vibrations from its operations have exceeded the limit, the Contractor shall take immediate action to reduce the vibrations to acceptable limits.

(3) A daily monitoring summary sheet shall be provided in the Contractor's Quality Control report. Also, a weekly vibration assessment report shall be prepared and submitted to the Contracting Officer's Representative no later than seven (7) days after that reporting period. The report shall include the job title; name of registered professional engineer and vibration monitoring firm; type of vibration monitoring equipment used including type, model and method of measuring vibrations; date of monitoring; location and sketch of monitoring operations; distance from operations; type and location of construction operation(s) being monitored; and minimum and maximum readings (any readings above the maximum peak particle velocity) with dates, durations and times, including copies of vibration recording tapes with the documentation of corrective actions taken and the interpretation/ assessment that these vibrations would have had on the structure.

(4) All pile driving and extraction operations and all other construction operations shall comply with EM 385-1-1.

(5) Measurement and Payment. No separate measurement or payment will be made for vibration monitoring. All costs incurred for vibration monitoring shall be included in the items to which the work is incidental.

(6) Additional Vibration Monitoring. The Contracting Officer's Representative may request the Contractor provide additional vibration monitoring during any construction operations. All costs associated with additional vibration monitoring operations, other than those required for pile driving and extraction operations, and during construction operations involving hauling and placement of any construction materials, shall be paid for in accordance with the Contract clauses in section 00700 entitled "Changes" (FAR 52.243-4).

#### 1.15. CONSTRUCTION NOISE

The Contractor shall maintain and operate equipment in such manner as to minimize noise generation to the extent practicable. All engines used on the project shall be equipped with properly functioning mufflers. The Contractor may be directed to cease work, under the direction of the Contracting Officer's Representative, if operating equipment without the use of properly functioning mufflers.

#### 1.16. ACCESS PLAN

The Contractor shall submit an access plan to be reviewed and approved by the Contracting Officer's Representative to include, as a minimum, the following:

- (1) Layout drawings showing the location of all equipment, office structures, toilets, storage areas for materials and other facilities as required by section 01500..
- (2) Show mobilization and demobilization routing and locations of large equipment, such as draglines, cranes, etc. while on the jobsite.
- (3) Show waterway channels or canals used to mobilize and demobilize equipment and materials and show access routes and docking areas of all marine equipment with respect to the jobsite.

#### 1.17. EMERGENCY GAP CLOSURE PLAN

Hurricane season extends from 1 June to 30 November. However, during the entire contract period the Contractor may be directed to close gaps in the flood protection or openings in the pump stations caused by his construction operations. The Contractor shall submit an Emergency Gap Closure Plan to the Contracting Officer's Representative, or his/her representative, for review and approval prior to removal of any of the existing flood protection. The plan will be put into effect at any time during construction when a named storm enters the Gulf of Mexico, or at the direction of the Contracting Officer's Representative. The plan shall take into account deteriorating weather conditions that may occur before a storm event, which may make earthen material unsuitable for closure. The plan shall clearly demonstrate and/or include the following:

- (1) The Contractor shall note that he is required as part of this project to maintain the flood protection to the elevations shown on the drawings and shall be allowed a maximum of 24 hours to reconnect and replace any flood protection as specified herein and as affected by his operations. At no time shall the Contractor be allowed to open the flood protection sheet pile or degrade the existing levee where the water elevation is within 2' of the protected side ground elevation or during eminent conditions where the waters could possibly be allowed to flow from the side of the flood protection to the protected side. In the event of an impending hurricane or tropical storm the Contractor shall complete a closure of all breaches in the flood protection within 24 hours after being directed to do so by the Contracting Officer's Representative.
- (2) It shall be mandatory that the Contractor maintain materials, including earthen materials, and equipment on site to provide immediate closure of all areas during inclement weather conditions, an impending and approaching hurricane, or as



directed by the Contracting Officer's Representative. The Contractor shall note the type of equipment and materials on site and all details of his emergency procedures and sequence for providing closure. Closure during emergency situations shall require the Contractor to immediately repair, construct and /or replace all areas for complete closure and flood protection.

(3) After the passing of a storm or as directed by the Contracting Officer's Representative, the Contractor shall remove all temporary closures, and repair or replace any permanent construction damaged by its installation. No measurement or payment will be made for maintaining materials, labor or equipment as required herein, or for any other cost associated with maintaining readiness to perform a closure for work required by the emergency gap closure plan. Payment for all work required for the installation, maintenance, and removal of the required emergency closures during impending high water or storm tidal surges, and repair of permanent construction damaged by installation of the emergency gap closure will be made under the Contract clauses in Section 00700 entitled "Changes" (FAR 52.243-4).

#### 1.18. FIELD VERIFICATION OF UTILITY LOCATIONS

(1) Documentation on the exact locations of various underground utilities is not available except as shown in the reference drawings. In particular, the exact locations of water service and septic system field lines are not precisely known. The Contractor shall verify the locations of underground utilities prior to digging for any purpose.

(2) Contractor shall conform to the requirements of Louisiana One Call. In addition, Contractor shall make all reasonable attempts to contact all local utilities, both public and private, for the purpose of locating utilities in the field.

(3) Utilities within the limits of the work, such as underground and overhead power lines, underground gas, communications, water and sewerage, will not be de-energized, depressurized, shut off or relocated for the purpose of this contract.

(4) The Contractor shall not lift the bed of any truck under or near powerlines. Powerlines will not be de-energized, as stated in paragraph (c), therefore, the Contractor shall use caution in areas of powerlines.

(5) Any unidentified pipes or structures which may be found within the limits of the work during the course of construction shall not be disturbed nor shall construction or excavation be performed at these locations unless and until approved by the Contracting Officer's Representative.

(6) The Contractor shall construct timber mat bridges wherever the haul [crown] road(s) traverse existing pipeline crossings to prevent damage to and subsidence of the pipelines.

(7) All work in the vicinity of live utilities shall be in accordance with OSHA, governing utility codes such as NEC, and in compliance with the utility owner's requirements, such as Entergy.

#### 1.19. STATE TAXES

(1) The bid submitted in response to this Invitation shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

(2) If the Contractor is required to pay or bear the burden of any tax, fee, or charge described in paragraphs a(1) and/or a(2) above, the contract prices shall be increased by the amount which the Contractor is required to pay to the State of Louisiana; provided, however, that no increase in contract price shall be made for any liability the Contractor may incur as a result of his/her fault or negligence or his/her failure to follow the instructions of the Contracting Officer's Representative.

(3) The Contractor shall promptly notify the Contracting Officer's Representative of all matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer's Representative in regard to the payment of such taxes, fees, or charges.

(4) Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees, or charges was included in the contract price as a contingency reserve or otherwise.

(5) In addition to the costs allowed by subparagraph b, the Contracting Officer's Representative may also allow an increase in contract price for costs or expenses which accrue to the Contractor as a result of any directions or instructions received from the CO.

#### 1.20. REQUIRED INSURANCE SCHEDULE

The Contractor and subcontractor shall procure and maintain during the entire period of this performance under this contract the following minimum insurance:

(1) Employer's Liability Insurance. The Contractor shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

(2) General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.

(3) Automobile Liability Insurance. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per accident for property damage. This insurance shall cover the operation of all automobiles used in performance of the contract. All vehicles to be used in the performance of this contract shall be expressly designated in the insurance policy. A copy of the list of such vehicles shall be submitted to the

Contracting Officer's Representative. In the event that the Contractor acquires a new vehicle for use on this contract after his/her insurance policy has been obtained, he/she shall immediately amend his/her policy to reflect the inclusion of the new vehicle on the policy. In no event shall the Contractor drive a vehicle on the work site without first obtaining the required coverage for said vehicle.

#### 1.21. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically, the Contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance

#### 1.22. SECURITY

1.22.1 Federal Government Site Security. Federal Government agencies, including the US Army Corps of Engineers, may institute restrictive security procedures at their sites when such are deemed necessary. Security levels and associated procedures may change without advance warning. Contractors and Subcontractors shall abide by all security measures in force at any time during the duration of the contract.

(1) Personnel Identification. All Contractor and Subcontractor personnel shall have photo identification issued by a State or Federal Government agency on their persons at all times they are on the Government reservation. Identification that does not include a photograph is not acceptable, nor is identification issued by a company, school, or other agency other than a Federal or State Government agency authorized to issue identification. Personnel may be required to show identification in order to enter the Government reservation or while on the grounds of the reservation, and may be denied access, or may be required to leave the site, if such identification is not valid or not carried.

(2) Vehicle Identification. All vehicles used by Contractor or Subcontractor personnel, whether company- or privately-owned, shall have valid license plates, safety inspection stickers, and registration documents from the state(s) in which the vehicles are registered.

(3) Vehicle Searches. All vehicles, privately or corporately owned, are subject to search while on the grounds of any Government reservation. Entering the reservation constitutes consent to search. Any contraband found during a search is subject to seizure. The drivers and/or occupants of a vehicle carrying contraband are subject to criminal prosecution, and any vehicle found to contain contraband is subject to impoundment by the appropriate law enforcement agency. Contraband

includes but is not limited to, firearms, explosives, and drugs or other controlled substances.

(4) Site Access. During some high levels of security preparedness, Government personnel may deny the Contractor access to the work site. In such a case, the contract duration will be extended one day for each day the Contractor was denied access, but no other compensation or consideration will be made for such delays.

1.22.2. Plaquemines Parish Site Security. Plaquemines Parish Government reserves the right to deny access to any of or all of the Contractor's personnel, subcontractors, or equipment as circumstances deem necessary such as the safety and/or security of the pump station facilities. In such a case, the contract duration may be extended for the length of time that access was denied by the Parish Government, but only if deemed by the Contracting Officer's Representative as appropriate.

## PART 2 PRODUCTS

### 2.1. U.S ARMY CORPS OF ENGINEERS CRD-C STANDARDS

CRD-C standards can be found at the following case sensitive address:  
[www.wes.army.mil/SL/MTC/handbook/handbook.htm](http://www.wes.army.mil/SL/MTC/handbook/handbook.htm)

### 2.2. AGGREGATE SOURCES

(1) Concrete aggregates meeting the quality requirements of these specifications have been produced from the sources listed below:

April 2004

PRODUCER	NEAREST TOWN TO PIT**	TYPE*	PIT DESIGNATION
Blain Sand & Gravel, Inc.	Georgetown, MS	S, G	Bailey Pit
B. & M. B., Inc.	Jackson, LA	S, G	Dudley Pit
B. & M. B., Inc.	Wakefield, LA	S, G	Island Pit
B. & M. B., Inc.	Jackson, LA	S, G	Thompson Pit
Bunch Gravel Co.	Clinton, LA	G	Bunch Gravel Plant #1
Bunch Gravel Co.	Darlington, LA	S, G	Bunch Gravel Plant #2
Fleniken Sand & Gravel Co.	Grangeville, LA	S, G	Fleniken Sand & Gravel (Spears Lease)
Irv Daniel	Wakefield, LA	S, G	Island Pit
Lambert Gravel Co., Inc.	Darlington, LA	S, G	Billups Pit (B 1)
Lambert Gravel Co., Inc	Bains, LA	S, G	Harvey Garrett & Butler lease (G-2)
Martin Marietta Aggregates	Crystal Springs, MS	S, G	Crystal Springs Plant (Bell Pit)

PRODUCER	NEAREST TOWN TO PIT**	TYPE*	PIT DESIGNATION
Martin Marietta Aggregates	Watson, LA	S, G	Plant 9
Martin Marietta Aggregates	Watson, LA	S, G	Plant 11
Martin Marietta Aggregates	Smithland, KY	LS	Three Rivers Quarry
Mears Sand & Gravel Co.	Watson, LA	S, G	Penny & Easterly Lease
Norris Springs Gravel	Sicily Island, LA	S, G	Norris Springs Gravel Pit
Pine Bluff Sand & Gravel Co.	Delaware, AR	SS	River Mountain Quarry
Southern Aggregates	Watson, LA	S, G	Mullins Lease
Standard Gravel Co., Inc.	Hattiesburg, MS	S	Plant 80
Standard Gravel Co.	Enon, LA	G	Enon Pit (C-10 & CZ-30 leases)
Standard Gravel Co.	Pearl River, LA	S, G	Nicholson Plant (Nic-7)
Texas Industries, Inc.	DeRidder, LA	S, G	Anacoco Creek Plant
Texas Industries, Inc.	Watson, LA	S, G	Clemons Plant
Texas Industries, Inc.	Grangeville, LA	S, G	Harvel/Hartner/Dunn Plant
Texas Industries, Inc.	Pearl River, LA	S, G	Honey Island Operation (Pit #1)
Texas Industries, Inc.	Pearl River, LA	S, G	Honey Island Operation (Pit #2)
Texas Industries, Inc.	Perryville, LA	S, G	Perryville Plant
Texas Industries, Inc.	Enon, LA	S	Price Plant
Texas Industries, Inc.	Grangeville, LA	G	Stanley Hornsby Plant
Texas Industries, Inc.	Woodworth, LA	S, G	Woodworth Plant
Tower Rock Stone Co.	Ste. Genevieve, MO	LS	Tower Rock Stone Co.
Tower Rock Stone Co.	Scott City, MO	LS	Grays Point Quarry
Vulcan Materials Co.	Lake City, KY	LS	Reed Quarry
[***Vulcan Materials Co.	Playa del Carmen, Mexico	LS	Calica Pit]

*Type:			
G = Gravel	LS = Limestone	S = Sand	SS = Sandstone

\*\* "Nearest Town to Pit" according to Rand McNally Road Atlas copyrighted 2000.

(2) Concrete aggregates may be furnished from any of the above listed sources or at the option of the Contractor may be furnished from any other source designated by the Contractor and approved by the Contracting Officer's Representative, subject to the conditions hereinafter stated and as specified in Section

(3) After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he/she proposes to furnish aggregates. If the

Contractor proposes to furnish aggregates from a source or from sources not listed above, he/she may designate only a single source or single combination of sources of aggregates. If a source for coarse and/or fine aggregate so designated by the Contractor is not approved for use by the Contracting Officer's Representative, the Contractor may not submit for approval other sources but shall furnish the coarse and/or fine aggregate, as the case may be, from a source listed above at no additional cost to the Government.

(4) Approval of a source of concrete aggregate is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials do not conform to the quality requirements of ASTM C 33-93 (CRD-C 133), Concrete Aggregates. Aggregate gradations shall be in accordance with the specified requirements the DOR. Materials produced from any source, including those listed above, shall also meet all the minimum requirements of Section 01110 'Summary of Work' and the DOR.

(5) It is the Contractor's responsibility to determine that the aggregate source or combination of sources selected is capable of supplying the quantities and gradations needed and at the rates needed to maintain the scheduled progress of the work. The inability of a source or combination of sources to maintain the necessary volume shall not be the basis for any claim for a time extension.

## 2.3. STONE SOURCES

(1) On the basis of information and data available to the Contracting Officer's Representative, stone meeting the quality requirements of these specifications has been produced from the sources listed below:

March 2006

PRODUCER	NEAREST TOWN TO PIT**	TYPE*	PIT DESIGNATION
APAC	Bloomsdale, MO	LS	APAC Brickeys Quarry
Arab Stone, Inc.	Zalma, MO	DO/LS	Arab Quarry
Burfordville Stone LLC	Burfordville, MO	DO	Burfordville Quarry
Bussen Quarries, Inc.	Mehlville, MO	LS	Bussen Quarry
Central Stone Co.	Withers Mill (Monroe City), MO	LS	Pit # 1
Central Stone Co.	Perry, MO	LS	Pit # 9
Cumberland River Resources	Salem, KY	LS	Smith Quarry
Florida Rock Industries	Humm Wye, IL	SS	Golconda Quarry
Granite Mountain Quarries	Sweet Home, AR	GR	Granite Mountain, Quarry # 1
Granite Mountain Quarries	Sweet Home, AR	GR	Granite Mountain, Quarry # 2

PRODUCER	NEAREST TOWN TO PIT**	TYPE*	PIT DESIGNATION
Granite Mountain Quarries	Bryant, AR	GR	Granite Mountain, Quarry # 3
Hoover Incorporated	Allsboro, AL	LS	Allsboro Quarry
Industrial Minerals Products Division/3M	Little Rock, AR	GR	3M Arch Street Quarry
Martin Marietta Aggregates	Uniontown, MO	LS	Appleton Quarry
Martin Marietta Aggregates	Black Rock, AR	DO	Black Rock Quarry (Sloan/Cavanaugh)
Martin Marietta Aggregates	Cave In Rock, IL	LS	Cave-In-Rock Quarry
Martin Marietta Aggregates	Fredonia, KY	LS	Fredonia Quarry
Martin Marietta Aggregates	Smithland, KY	LS	Three Rivers Quarry
Pine Bluff Sand & Gravel Co.	Delaware, AR	SS	River Mountain Quarry
Seminole Stone, Inc.	Wappapello, MO	DO	Cave Quarry
Shippers and Sellers LLC	Kellerman, AL	SS	Kellerman Quarry
Simpson Construction Materials	Fenton, MO	LS	Simpson South Quarry
Strack Excavating and Hauling (Strack Stone Co.)	Cape Girardeau, MO	LS	Strack Quarry # 1
Tower Rock Stone Co.	Scott City, MO	LS	Grays Point Quarry
Tower Rock Stone Co.	St. Genevieve, MO	LS	Tower Rock Stone Co.
Vulcan Materials Co.	Black Rock, AR	DO	Black Rock Quarry
Vulcan Materials Co.	Cherokee, AL	LS	Cherokee Quarry
Vulcan Materials Co.	Tuscumbia, AL	LS	Pride Quarry
Vulcan Materials Co.	Lake City, KY	LS	Reed Quarry
Vulcan Materials Co.	Judsonia, AR	SS	Searcy Quarry
Vulcan Materials Co.	Tuscumbia, AL	LS	Tuscumbia Plant (Quarry #114)
White River Materials, Inc.	Cord, AR	LS	Cord Quarry

*Type Legend:			
DO = Dolomite	LS = Limestone	GR = Granite (Nepheline syenite)	SS = Sandstone

*\*\* "Nearest Town to Pit" according to Rand McNally Road Atlas copyrighted 2000.*

(2) Stone may be furnished from any of the above listed sources, or at the option of the Contractor may be furnished from any other source designated by the Contractor and accepted by the Contracting Officer's Representative, subject to the conditions hereinafter stated.

(3) It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of supplying the quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work.

(4) After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he/she proposes to furnish stone. If the Contractor proposes to furnish stone from a source not listed above, he/she may designate only a single additional source for stone. Samples for acceptance testing shall be provided as required by the DOR. If a source for stone so designated by the Contractor is not accepted for use by the Contracting Officer's Representative, the Contractor may not propose other sources but shall furnish the stone from a source listed above at no additional cost to the Government.

(5) Acceptance of a source of stone is not to be construed as acceptance of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer's Representative. Materials produced from a listed or unlisted source shall meet all minimum requirements of Section 01110 'Summary of Work' and DOR.

#### 2.4. PAYMENT FOR MATERIALS STORED OFFSITE

Pursuant to the Contract Clause in Section 00700, entitled Payments Under Fixed Price Construction Contracts (FAR 52.232-5), materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making progress payments if included in invoices for payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site shall be limited to materials which have been approved (if required by the Technical Specifications) and fabricated to the point where they are identifiable to an item of work required under this contract. Such payment shall be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items by the prime contractor. These invoices must show the dollar value of the materials and labor incorporated into them. The delivery size shall be acceptable to the Government and the materials shall be available for inspection by the Government prior to any consideration for payment. Payment for materials delivered offsite is limited to the following items:

### PART 3 EXECUTION

#### 3.1. TEMPORARY FACILITIES

The Contractor shall furnish, maintain and remove all necessary temporary facilities, including but not limited to, project signs, safety signs, storage trailers, utilities, sanitary facilities, office trailers and government use office trailers, in accordance with Section 01500



'Temporary Facilities' and additionally be in accordance with any additional requirements with this Section 01100, 'General Provisions'. Temporary facilities shall be furnished at 'Mobilization' for each respective individual Pump Station Site, maintained for the duration of the period of work at the respective individual Pump Station Site and removed at 'Demobilization' for each respective individual Pump Station Site.

### 3.2. FAST-TRACK DESIGN-BUILD MODULES

This Design-Build Contract shall be executed in a 'Fast-Track' manner. 'Fast-Track' allows the Contractor to commence construction upon the approval of a Final Design for one portion, or 'Module' of a project while other portions, or 'modules' are still under Design and/or review. The 'Design-Build Modules' shall be a set of independent Modules for each work area or for each pump station site and each pump station building as required by the Work Areas paragraph in Section 01320 'Project Schedule', paragraph 3.3.2.8. The Design-Build Modules sets for each work area shall be broken into smaller modules of discipline related work, such as Site Work, Mechanical Systems, Electrical Systems and Building Repairs as required by the Disciplines paragraph in Section 01320 'Project Schedule', paragraph 3.3.2.9.

### 3.3. WORK SCHEDULE DIAGRAM

The Contractor shall prepare, submit for approval and maintain a contract design and construction project schedule. The project schedule shall conform to Section 01320, 'Project Schedule' of these specifications and include necessary sequencings to conform paragraph 3.4 'Coordination and sequencing of pumping capacity outages' of this specification section. In addition to construction activities, the work schedule diagram shall reflect all activities related to mobilization, design, temporary facilities, permits, submittals, traffic control operations, heavy equipment usage and close-out procedures. The work schedule shall reflect work area codes and discipline codes that correspond to the 'Design-Build Modules' as described in paragraph 3.2.

### 3.4. COORDINATION AND SEQUENCING OF PUMPING CAPACITY OUTAGES

The Contractor shall stage and conduct the work in such a manner, and in coordination with the Plaquemines Parish Government, and the Contracting Officer's Representative, such that:

(1) For each drainage pumping station, all inoperable pumps are rehabilitated and deemed 'operable' by the Contracting Officer's Representative before existing 'operable' pumps may be taken offline. Exceptions to this sub-paragraph may be granted only by the Department of Drainage of Plaquemines Parish and with the approval of the Contracting Officer's Representative.

(2) For each drainage pumping station, no more than one 'operable' pump will be taken offline at any time. Exceptions to this sub-paragraph may be granted only by the Department of Drainage of Plaquemines Parish and with the approval of the Contracting Officer's Representative.

(3) For any 'operable' pump taken offline, prior notification and approval be provided to and by the Contracting Officer's Representative and the Plaquemines Parish Government.

(4) 'Operable' is defined as the condition where a pump drive system (drive engine, drive train and pump) is in working order, at and during the execution of this contract, regardless of the level of storm damage inflicted on the pump drive system and regardless of the level of effort required by this contract to rehabilitate the pump drive system.

(5) 'Inoperable' is defined as the condition where a pump drive system (drive engine, drive train and pump) is not in working order, at and during the execution of this contract, specifically due to storm damages inflicted on the pump drive system and/or activities underway at the direction of this contract. Pump drive systems offline due to parish maintenance are not to be considered 'Inoperable' for the purpose of this contract.

(6) Plaquemines Parish may, at any time, request, through the Contracting Officer's Representative, that any pump currently offline be brought back online or that any pump scheduled to be brought offline, for work under this contract, be postponed due to reasons of convenience, such as to fulfill backup capacity for operation and maintenance requirements involving other pump drive systems at the pump station or another pump station drawing from a common drainage basin. The Contracting Officer's Representative will provide any and all direction for work under this subparagraph and will provide additional time and compensation deemed reasonable under his discretion.

### 3.5. SUBMITTAL REGISTER

The Contractor shall prepare, submit for approval and maintain a submittal register in accordance with Section 01330 'Submittal Procedures' to the Contracting Officer's Representative as part of the preliminary and final design packages.

### 3.6. PLANS AND SPECIFICATIONS

The Contract is for Design-Build Services and will be executed in a 'Fast Track' manner using the 'Design-Build Modules defined in paragraph 3.2 'Fast-Track Design-Build Modules'. Before the commencement of construction, the Contractor shall submit for approval Plans and Specifications for Preliminary (50%) and Final (95%) Phases of design as per Section 01110 'Summary of Work'. Design work shall be in accordance with Section 01120 'Design Requirements'. All plans submitted shall meet the US Army Corps of Engineers Requirements at the appropriate size and contain the appropriate borders. All specifications submitted shall meet the US Army Corps of Engineers Requirements and conform to the latest UFGS Format. During the Construction Phase of the individual 'Design-Build Modules', Shop Drawings shall be prepared and submitted and shall be updated to document substitutions, deviations and modifications as per Section 01110 'Summary of Work'. During the Operational Phase of the individual 'Design-Build Modules', As-Builts shall be prepared and submitted as per Section 01110 'Summary of Work'.

### 3.7. WEEKENDS, HOLIDAYS, AND NIGHTS

The Contractor may work twenty-four (24) hours per day seven (7) days per week as required to meet the required time of construction. When the Contractor elects to work on weekends, holidays, and nights, notice shall be given to the Contracting Officer's

Representative, in writing, in advance of commencement of such operations to permit suitable arrangements for inspection to be made. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her own expense. No separate payment will be made for lighting. The cost shall be distributed among the bid items for the work it is associated with.

### 3.8. WORK IN THE VICINITY OF OTHER GOVERNMENT CONTRACTORS

(1) The Contractor, to the best of his ability with good intent, shall coordinate all work with other government contractors working in the vicinity. Do to the extent of damage from Hurricanes Katrina and Rita, several contractors will be in the vicinity performing repair work for other Federal, State, Parish and Local Contracts. The Contractor shall not conflict with other ongoing contracts. Storage Areas and access plans should be such as to allow full access of other contractors to their respective work areas.

(2) Any conflicts that can not be respectfully coordinated between the two Contractor's shall be brought to the attention of the Contracting Officer's Representative.

(3) If at the direction of the Contracting Officer's Representative, work is ordered to stop to allow the progress of another Contract, the Contractor shall be compensated for the respective number of days and a reasonable amount of funds to be at the discretion of the Contracting Officer's Representative.

### 3.9. COMMERCIAL WARRANTY

(1) The Contractor agrees that the standard commercial equipment furnished under this contract shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such equipment, and that the remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Two copies of the warranties shall be furnished by the Contractor to the Contracting Officer's Representative.

(2) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials, equipment, or workmanship, an upon written notice he shall remove any defects due thereto and pay for any damage due to other work resulting there from which shall appear within one year after the date of completion and acceptance.

(3) The Contractor warrants to the Government that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards, including substitutions not properly approved and authorized, may be considered defective. If required by the Contracting Officer's Representative, the Contractor shall furnish satisfactory evidence as to the kink and quality of materials and equipment.

(4) The Contractor warrants and guarantees all workmanship and materials for a period of one year and all materials and/or equipment for a greater period as specified by manufacturer's warranties, i.e. roofing, motors and all other mechanical and electrical equipment. The year shall commence with the recordation of the formal acceptance by the Contracting Officer's Representative. Should any material or workmanship called for by

these specifications be of such nature as to render this guarantee impossible, notice to this effect must be served in writing upon the Contracting Officer's Representative previous to the execution of this Contract; failure to do so will be construed as tacit agreement to the strictest terms of this guarantee.

(5) Warranties shall be in accordance with Section 00700 'Contract Clauses' and Section 00800 'Special Contract Requirements and Clauses' and be documented and executed in accordance with Section 01780 'Closeout Submittals'.

### 3.10. CLEANING UP

(1) The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish created by his employees or work, and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute the Government may remove the rubbish and charge the cost to the several contractors as the Government shall determine to be just. Contractor shall submit his plan for disposal of waste material to Government for its review and concurrence prior to any disposal of waste materials.

(2) As part of the work included in this Contract, the Contractor shall completely remove and satisfactory dispose of all temporary works to the extent directed. The Contractor shall tear down and dispose of all temporary buildings, shall remove or grade, to the extent directed, all embankments or cofferdams made for construction purpose; shall satisfactory fill excavations as directed; shall remove all plant and equipment, shall satisfactory dispose of all rubbish resulting from the operation under this Contract and shall do all work necessary to restore the territory embraced within the site of the Contractor's operations to the satisfaction of the Contracting Officer's Representative.

END OF SECTION

**SECTION 01312**  
**QUALITY CONTROL SYSTEM (QCS)**  
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**SECTION 01312**  
**QUALITY CONTROL SYSTEM (QCS)**

**PART 1 GENERAL**

**1.1. GENERAL**

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- (1) Administration
- (2) Finances
- (3) Quality Control
- (4) Submittal Monitoring
- (5) Scheduling
- (6) Import/Export of Data

**1.1.1. Correspondence and Electronic Communications**

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

**1.1.2. Other Factors**

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", 01320 PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01421, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

**1.2. QCS SOFTWARE**

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon

specific justification and request by the Contractor, the Government can provide QCS on CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

### 1.3. SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

#### **Hardware**

- (1) IBM-compatible PC with 1000 MHz Pentium or higher processor
- (2) 256+ MB RAM for workstation / 512+ MB RAM for server
- (3) 1 GB hard drive disk space for sole use by the QCS system
- (4) Compact Disk (CD) Reader/Writer 8x speed or higher
- (5) SVGA or higher resolution monitor (1024x768, 256 colors)
- (6) Mouse or other pointing device
- (7) Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
- (8) Connection to the Internet, minimum 56k BPS

#### **Software**

- (1) MS Windows 2000 or higher
- (2) QAS-Word Processing software: MS Word 2000 or newer
- (3) Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
- (4) Electronic mail (E-mail) MAPI compatible
- (5) Virus protection software that is regularly upgraded with all issued manufacturer's updates

### 1.4. RELATED INFORMATION

#### 1.4.1. QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

#### 1.4.2. Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

### 1.5. CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by exports to the RMS Center SFTP repository (preferred). Data files may also be exchanged by file attachments to E-mail or by CD-ROM. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

## 1.6. DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be by exports/imports to the RMS Center SFTP repository (preferred). Data files may also be exchanged by file attachments to E-mail(second preference). If permitted by the Contracting Officer, a CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA CD-ROM). The QCS database typically shall include current data on the following items:

### 1.6.1. Administration

#### 1.6.1.1. Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of the basic contract award QCS data from the Government, the Contractor shall deliver Contractor administrative data in the required electronic format.

#### 1.6.1.2. Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of the basic contract award QCS data from the Government, the contractor shall deliver subcontractor administrative data in the required electronic format.

#### 1.6.1.3. Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

#### 1.6.1.4. Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

#### 1.6.1.5. Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these



reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

## 1.6.2. Finances

### 1.6.2.1. Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

### 1.6.2.2. Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data in the required electronic format. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

## 1.6.3. Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

### 1.6.3.1. Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government in the required format within 24 hours after the date covered by the report. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

#### 1.6.3.2. Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

#### 1.6.3.3. Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

#### 1.6.3.4. Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

#### 1.6.3.5. Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.6.3.6. QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

### 1.6.4. Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.6.5. Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Section 01320, PROJECT SCHEDULE. This schedule shall be input and maintained in the QCS database by using the Standard Data Exchange Format (SDEF) (see Section 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

#### 1.6.6. Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

### 1.7. IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

### 1.8. DATA SUBMISSION VIA CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is export/import to the RMS Center SFTP repository. E-mail with file attachment(s) is the second choice for data exchange. For locations where this is not feasible, the Contracting Officer may permit use of CD-ROM for data transfer. Data on the CDs shall be exported using the QCS built-in export function. If used, CD-ROMs will be submitted in accordance with the following:

#### 1.8.1. File Medium

The Contractor shall submit required data on CD-ROMs. They shall conform to industry standards used in the United States. All data shall be provided in English.

#### 1.8.2. CD-ROM Labels

The Contractor shall affix a permanent exterior label to each CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

#### 1.8.3. File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

#### 1.9. MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. Normal electronic data exchange between the Contractor and the Government shall occur daily unless no work is performed and a daily CQC report is not generated. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

#### 1.10. NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

# SUBMITTAL REGISTER

TITLE AND LOCATION	Rehabilitation of Plaquemines Parish Pump Station, Design-Build Services Plaquemines Parish, Louisiana	
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[illegible]

**NOTE: THIS REGISTER IS A SAMPLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A COMPREHENSIVE DESIGN AND CONSTRUCTION REGISTER.**

General Decision Number: LA030014 07/14/2006 LA14

Superseded General Decision Number: LA020014

State: Louisiana

Construction Type: Building

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

BUILDING CONSTRUCTION PROJECTS (Does not include Treatment Plants or single family homes & apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	12/29/2003
2	01/30/2004
3	03/12/2004
4	04/02/2004
5	05/21/2004
6	07/09/2004
7	10/15/2004
8	11/19/2004
9	02/04/2005
10	04/08/2005
11	05/06/2005
12	08/12/2005
13	01/06/2006
14	03/03/2006
15	05/05/2006
16	06/09/2006
17	06/16/2006
18	07/14/2006

ELEC0130-006 12/01/2005

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES:

## Rates

## Fringes

Electrician (includes low voltage wiring and installation of fire alarms, security systems, sound and communication systems, telephones, computers, and temperature controls).....	\$ 22.09	6.75
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ELEC1077-003 03/01/2006

ST. TAMMANY PARISH:

## Rates

## Fringes

Electrician (includes low voltage wiring and installation of fire alarms, security systems, sound and communication systems, telephones, computers, and temperature controls).....	\$ 18.50	5.27
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\* IRON0058-011 06/01/2006

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, AND ST. TAMMANY PARISHES:

## Rates

## Fringes

Ironworker, reinforcing and structural.....	\$ 18.70	6.18
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\* IRON0623-007 06/01/2006

ST. JAMES PARISH (Northwestern Portion):

## Rates

## Fringes

Ironworker, reinforcing and structural.....	\$ 18.85	5.74
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PAIN1244-001 03/01/2006

	Rates	Fringes
Glazier.....	\$ 16.87	4.92
Painter (includes brush; roller; spray; and drywall finishing).....	\$ 14.88	4.32

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\* PLUM0060-007 06/01/2006

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST.  
JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, AND ST.  
TAMMANY PARISHES:

	Rates	Fringes
Pipefitter (excludes HVAC).....	\$ 23.52	6.68
Plumber (includes HVAC pipe and installation of system).....	\$ 23.52	6.68

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PLUM0198-007 01/01/2006

ST. JAMES PARISH (Northwestern Portion):

	Rates	Fringes
Pipefitter (excludes HVAC).....	\$ 18.64	6.98
Plumber (includes HVAC pipe and installation of system).....	\$ 18.64	6.98

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SFLA0669-003 04/01/2006

	Rates	Fringes
Sprinkler Fitter.....	\$ 24.17	9.65

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SULA2004-003 03/25/2004

	Rates	Fringes
Carpenter		



Drywall & Metal Stud		
Installation.....	\$ 14.00	0.70
Formbuilding/Formsetting....	\$ 12.70	0.56
All Other Work.....	\$ 13.68	0.00
Cement Mason/Concrete Finisher.	\$ 12.28	0.00
Laborers:		
Common.....	\$ 9.55	1.05
Mason Tender.....	\$ 9.32	0.00
Power Equipment Operator		
Backhoe/Excavator.....	\$ 14.00	0.42
Bulldozer.....	\$ 15.17	0.00
Crane.....	\$ 14.00	1.80
Roofer (including Built Up, Composition and Single Ply) (includes metal roof).....	\$ 12.28	0.00
Sheet Metal Worker (excluding HVAC duct).....	\$ 13.26	1.91

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large

4' x 4' section of the panel on the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

This sign is to be placed with the Safety Performance Sign shown on the following

page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: One- to two-line description of Corps relationship to project.  
Color: White  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 19"

Legend Group 2: Division or District Name (optional). Placed below 10.5" Reverse Signature (6" Castle).  
Color: White  
Typeface: 1.25" Helvetica Regular

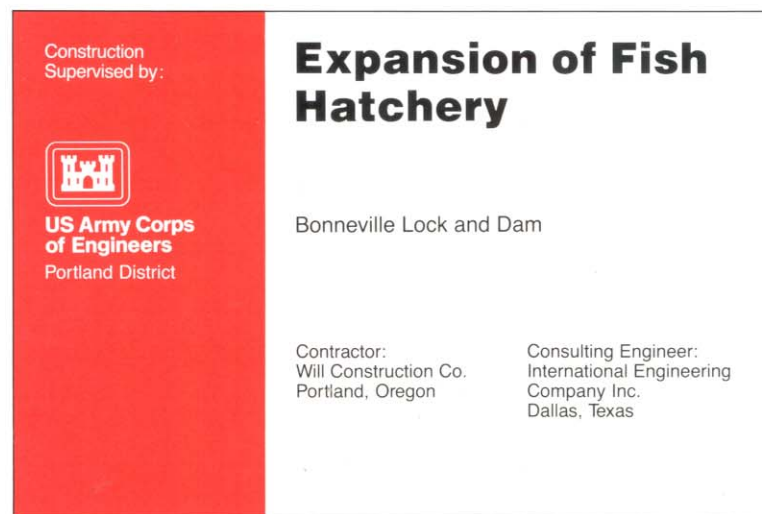
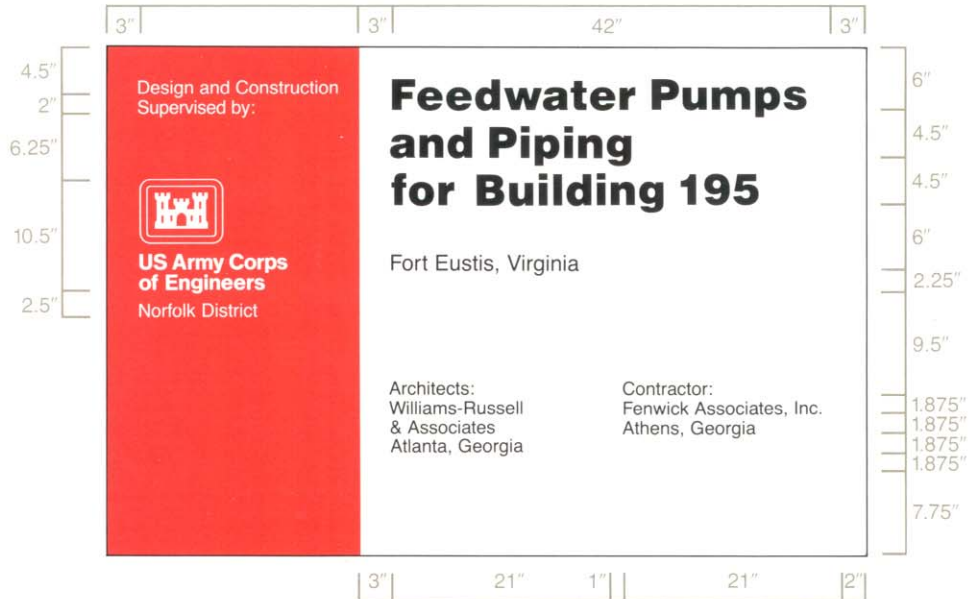
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.  
Color: Black  
Typeface: 3" Helvetica Bold  
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.  
Color: Black  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6"	4' x 4"	HDO-3	48"	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title

with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for

daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347 Typeface: 3" Helvetica Bold Color: Black

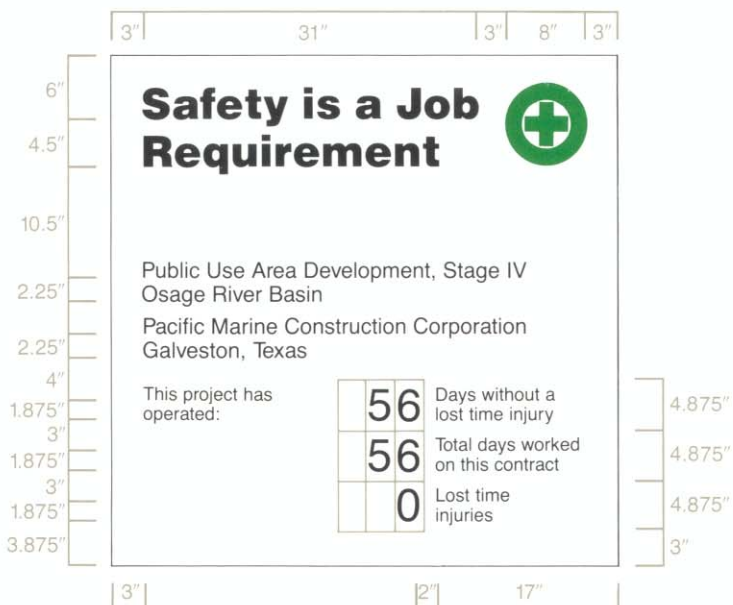
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown. Color: Black Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background. Color: Black Typeface: 3" Helvetica Regular Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on

pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

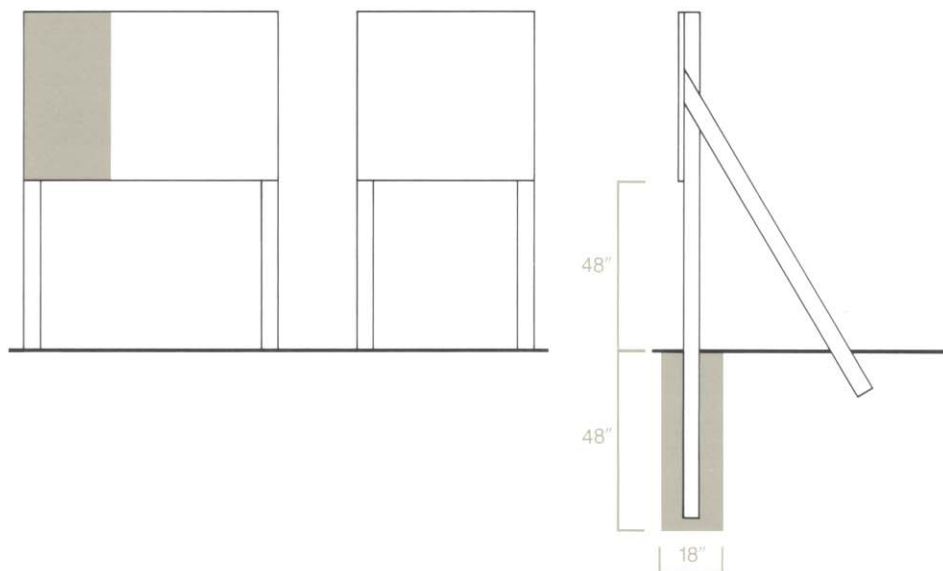
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



#### Construction Project Sign Legend Group 1: Corps Relationship

1. \_\_\_\_\_
2. \_\_\_\_\_

#### Legend Group 2: Division/District Name

1. \_\_\_\_\_
2. \_\_\_\_\_

#### Legend Group 3: Project Title

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

#### Legend Group 4: Facility Name

1. \_\_\_\_\_
2. \_\_\_\_\_

#### Legend Group 5a: Contractor/A&E

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

#### Legend Group 5b: Contractor/A&E

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

#### Safety Performance Sign Legend Group 1: Project Title

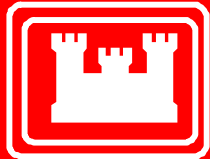
1. \_\_\_\_\_
2. \_\_\_\_\_

#### Legend Group 2: Contractor/A&E

1. \_\_\_\_\_
2. \_\_\_\_\_



Construction  
Supervised by:



**US Army Corps  
of Engineers**

New Orleans District

# **Lake Pontchartrain, LA, and Vicinity Hurricane Protection High Level Plan**

## **Gap Closures at Pump Station #3, Interim Protection Plan, Phase 1 Jefferson Parish, Louisiana**


Contractor:

U.D.H. Builders, Inc.

Baton Rouge, Louisiana

**(Do not show physical  
address)**

Example

	3"	31"	3"	8"	3"														
6"	<h1>Safety is a Job Requirement</h1>  <p>Gap Closures at Pump Station #3, Interim Protection Plan, Phase 1</p> <p>U.D.H. Builders, Inc. Baton Rouge, Louisiana</p> <p>This project started</p> <table border="1"> <tr> <td></td><td>3</td> <td></td><td>5</td> <td>0</td><td>4</td> </tr> </table> <p>Date since last Lost time accident</p> <table border="1"> <tr> <td></td><td></td> <td></td><td></td> <td></td><td></td> </tr> </table> <p>Total lost time injuries</p> <table border="1"> <tr> <td></td><td>0</td> </tr> </table>						3		5	0	4								0
						3		5	0	4									
						0													
4.5"																			
10.5"																			
2.25"																			
3"																			
2.25"	<p>Example</p>																		
3"																			
4.875"																			
4.875"																			
5"																			
	3"	21"	24"																

(NOT TO SCALE)

.75"	0	0	0
3"	5	0	4
.75"	0	0	0
	2.5"	1.25"	2.5"